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FILED

2010 JUN 10 PM 1:58

CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIABY  DEPUTYHYDE & SWIGART
San Diego, California

21 **UNITED STATES DISTRICT COURT**
 22 **SOUTHERN DISTRICT OF CALIFORNIA**

23 **Edward Gates, on behalf of**
 24 **himself and all others similarly**
 25 **situated;**

Plaintiffs,

v.

Asset Acceptance, LLC;

Defendant.

26 **10 CV 1244 BEN WMc**
 27 Case Number: _____

CLASS ACTION**Complaint For Damages**

- 28 1) Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA")
- 2) California's Rosenthal Act, California Civil Code §§ 1788-1788.32 ("Rosenthal Act")

Jury Trial Demanded

CR

INTRODUCTION

1. Edward Gates, (Plaintiff), through Plaintiff's attorneys, brings this action to challenge the actions of Asset Acceptance, LLC, ("Defendant"), with regard to attempts by Defendant to unlawfully and abusively collect a debt allegedly owed by Plaintiff, and this conduct caused Plaintiff damages.
2. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which Plaintiff alleges on personal knowledge.
3. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.
4. Any violations by Defendant were knowing, willful, and intentional, and Defendant did not maintain procedures reasonably adapted to avoid any such violation.
5. At all times herein mentioned, Defendants were the agents, servants, and/or employees of their co-Defendants and in doing the things alleged in this Complaint were acting within the course and scope of said agency, authority, and employment.
6. For the purpose of this Complaint, the phrase "charged off" means moving an alleged delinquent account from a creditor's accounts receivable accounting ledger to its bad debt accounting ledger so as to allow said creditor to incur a loss against income or accounts receivable for tax or other purposes.
7. For the purpose of this Complaint, the phrase "charge off date" means the date GE Money Bank, or any other creditor that subsequently assigned, placed, or otherwise transferred to Defendant Asset for collection, "charged off" a debt.

JURISDICTION AND VENUE

8. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.

1 9. This action arises out of Defendant's violations of the Fair Debt Collection
2 Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair
3 Debt Collection Practices Act, California Civil Code §§ 1788-1788.32
4 ("Rosenthal Act").

5 10. Because Defendant does business within the State of California, personal
6 jurisdiction is established.

7 11. Venue is proper pursuant to 28 U.S.C. § 1391.

8 **PARTIES**

9 12. Plaintiff is a natural person who resides in the City of San Diego, County of
10 San Diego, State of California.

11 13. Defendant ("Asset") is a limited liability company, organized under the laws
12 of Delaware.

13 14. Plaintiff is obligated or allegedly obligated to pay a debt, and is a "consumer"
14 as that term is defined by 15 U.S.C. § 1692a(3).

15 15. Defendant is a person who uses an instrumentality of interstate commerce or
16 the mails in a business the principal purpose of which is the collection of
17 debts, or who regularly collects or attempts to collect, directly or indirectly,
18 debts owed or due or asserted to be owed or due another and is therefore a
19 debt collector as that phrase is defined by 15 U.S.C. § 1692a(6).

20 16. Plaintiff is a natural person from whom a debt collector sought to collect a
21 consumer debt which was due and owing or alleged to be due and owing from
22 Plaintiff, and is a "debtor" as that term is defined by California Civil Code §
23 1788.2(h).

24 17. Defendant, in the ordinary course of business, regularly, on behalf of himself,
25 herself, or others, engages in debt collection as that term is defined by
26 California Civil Code § 1788.2(b), is therefore a debt collector as that term is
27 defined by California Civil Code § 1788.2(c).

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1 18. This case involves money, property or their equivalent, due or owing or
2 alleged to be due or owing from a natural person by reason of a consumer
3 credit transaction. As such, this action arises out of a consumer debt and
4 "consumer credit" as those terms are defined by Cal. Civ. Code § 1788.2(f).

5 **FACTS COMMON TO ALL CLAIMS**

6 19. Sometime before August 31, 2009, Plaintiff is alleged to have incurred certain
7 financial obligations with GE Money Bank.

8 20. These financial obligations were primarily for personal, family or household
9 purposes and are therefore a "debt" as that term is defined by 15 U.S.C.
10 §1692a(5).

11 21. These alleged obligations were money, property, or their equivalent, which is
12 due or owing, or alleged to be due or owing, from a natural person to another
13 person and are therefore a "debt" as that term is defined by California Civil
14 Code §1788.2(d), and a "consumer debt" as that term is defined by California
15 Civil Code §1788.2(f).

16 22. On or about August 20, 2006, Plaintiff allegedly fell behind in the payments
17 allegedly owed on the alleged debt. For the purposes of this Complaint this
18 date is referred to as the "default date."

19 23. As of this default date, GE Money Bank claimed that the alleged debt owed
20 by Defendant was \$2,885.00.

21 24. Subsequently, but before August 31, 2009, GE Money Bank charged off the
22 alleged debt, which GE Money Bank claimed at that time was \$3,291.00,
23 thereby charging contractual interest in the amount of \$406.00.

24 25. Subsequently, but before August 31, 2009, the alleged debt was allegedly
25 assigned, placed, or otherwise transferred, to Defendant Asset for collection.

26 26. On August 31, 2009, Defendant Asset filed a Complaint in the Superior Court
27 of California for the County of San Diego against Plaintiff Gates claiming a
28

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1 debt based on theories of Open Book Account, Account Stated, Goods, Wares
2 and Merchandise and Money Lent.

3 27. The case number of the above August 31, 2009 Complaint was
4 37-2009-00069393-CL-CL-EC. A true and correct copy of this August 31,
5 2009 Complaint is attached as Exhibit A.

6 28. Defendant Asset falsely claimed at paragraphs 10 and CC-4 of the above
7 August 31, 2009 Complaint that Asset was entitled to prejudgment interest
8 from August 20, 2006 on the principal amount of \$3,291.45 when, in fact, this
9 was not the principal amount. Consequently, Defendant Asset was collecting
10 an amount when such amount that was not expressly authorized by the
11 agreement creating the debt or permitted by law.

12 29. By alleging in the Complaint that it was entitled to prejudgment interest,
13 Defendant Asset violated 15 U.S.C. § 1692f and f(1).

14 30. Through this conduct, Defendant used a false, deceptive, or misleading
15 representation or means in connection with the collection of a debt.
16 Consequently, Defendant violated 15 U.S.C. § 1692e and 15 U.S.C. §
17 1692e(10), as well as Cal. Civ. Code § 1788.17.

18 31. Defendant Asset claimed this right as an assignee of GE Money Bank when,
19 in fact Asset was not an assignee of the alleged debt.

20 32. Through this conduct, Defendant used a false, deceptive, or misleading
21 representation or means in connection with the collection of a debt.
22 Consequently, Defendant violated 15 U.S.C. § 1692e and 15 U.S.C. §
23 1692e(10), as well as Cal. Civ. Code § 1788.17.

24 33. Plaintiff Gates then requested that Defendant Asset provide a copy of the
25 account alleged in the above August 31, 2009 Complaint.

26 34. Defendant Asset subsequently produced a series of credit card statements
27 ("Statements") bearing the names of GE Money Bank and Plaintiff Gates.
28

- 1 35. These Statements revealed that on August 20, 2006, the outstanding balance
2 on Plaintiff Gates' account was not \$3,291.45, but rather was \$2,885.03.
- 3 36. These Statements revealed that GE Money Bank claimed a balance of
4 \$3,291.45 not on August 20, 2006, but rather on March 5, 2007.
- 5 37. These statements revealed that GE Money Bank imposed on Plaintiff Gates
6 contractual interest charges of \$455.71 and late fees of \$245.00 during the
7 period from August 20, 2006 and March 5, 2007.
- 8 38. By claiming a right in the August 31, 2009 Complaint to pre-judgment
9 interest on the amount of \$3,291.45 from August 20, 2006 to the present,
10 Defendant Asset falsely claimed a right to pre-judgment interest on an amount
11 already including contractual interest charges for the same period.
- 12 39. By claiming a right to both recover amounts charged as contractual interest
13 and to recover prejudgment interest during the same period of August 20,
14 2006 to March 5, 2007, Defendant Asset misrepresented the amount of a debt,
15 and attempted to collect an amount not expressly authorized by the agreement
16 creating the debt or permitted by law.
- 17 40. Through this conduct, Defendant was collecting an amount (including any
18 interest, fee, charge, or expense incidental to the principal obligation) when
19 such amount was not expressly authorized by the agreement creating the debt
20 or permitted by law. Consequently, Defendant violated 15 U.S.C. §§ 1692f
21 and 1692f(1), as well as Cal. Civ. Code § 1788.17.
- 22 41. Because of this illegal activity by Defendant Asset, Defendant Asset has
23 received tens of thousands of dollars from California consumers that it was
24 otherwise not entitled to

CLASS ACTION ALLEGATIONS

- 26 42. Plaintiffs define "Class One" as (i) all persons that are "consumers" as that
27 term is defined by 15 U.S.C. § 1692a(3); (ii) that were sued by Defendant
28 Asset; (iii) in any California Superior Court; (iv) within one year prior to the

1 filing of this action; (v) for alleged financial obligations allegedly owed at one
2 time to GE Money Bank, or any other creditor that subsequently that
3 subsequently assigned, placed, or otherwise transferred to Defendant Asset for
4 collection; (vi) where said obligations were primarily for personal, family or
5 household purposes; and (vii) where Defendant Asset sought in its action
6 against said consumer interest not owed.

7 43. Plaintiffs define "Class Two" as (i) all persons that are "consumers" as that
8 term is defined by California Civil Code § 1788.2(b); (ii) that were sued by
9 Defendant Asset; (iii) in any California Superior Court; (iv) within one year
10 prior to the filing of this action; (v) for alleged financial obligations allegedly
11 owed at one time to GE Money Bank, or any other creditor that subsequently
12 that subsequently assigned, placed, or otherwise transferred to Defendant
13 Asset for collection; (vi) where said obligations were primarily for personal,
14 family or household purposes; and (vii) where Defendant Asset sought in its
15 action against said consumer interest not owed.

16 44. For purposes of the First Claim for Relief, the FDCPA Claim, the class period
17 is one year prior to the filing of the Original Complaint.

18 45. For purposes of the Second Claim for Relief, the Rosenthal Act Claim, the
19 class period is one year prior to the filing of the Original Complaint.

20 46. The representative Plaintiff faithfully represents, and is a member of, Class
21 One and Class Two.

22 47. Class One is composed of thousands of persons, the joinder of which would
23 be impractical.

24 48. Class Two is composed of thousands of persons, the joinder of which would
25 be impractical.

26 49. The individual identities of the individual members are ascertainable through
27 Defendant's records or by public notice.
28

1 50. There is a well-defined community of interest in the questions of law and fact
2 involved affecting the members of Class One.

3 51. There is a well-defined community of interest in the questions of law and fact
4 involved affecting the members of Class Two.

5 52. The questions of law and fact common to Class One and Class Two
6 predominate over questions affecting only individual class members, and
7 include, but are not limited to, the following:

8 (a) Whether Defendant violated the Fair Debt Collection Practices Act, 15
9 U.S.C. §§ 1692 et seq.;

10 (b) Whether Defendants violated California's Rosenthal Act, Cal. Civ. Code
11 §§ 1788 et seq.;

12 (c) Whether Class One is entitled to the remedies available to Plaintiff under
13 the FDCPA;

14 (d) Whether Class Two is entitled to the remedies available to Plaintiff in
15 California's Rosenthal Act;

16 (e) Whether Class One is entitled to declaratory relief;

17 (f) Whether Class One is entitled to injunctive relief;

18 (g) Whether Class Two is entitled to declaratory relief;

19 (h) Whether Class Two is entitled to injunctive relief;

20 (i) Whether Class One is entitled to an award of reasonable attorneys' fees
21 and costs of suit pursuant to the FDCPA;

22 (j) Whether Class Two is entitled to an award of reasonable attorneys' fees
23 and costs of suit pursuant to California's Rosenthal Act;

24 (k) Whether Class One is entitled to any other remedies; and

25 (l) Whether Class Two is entitled to any other remedies.

26 53. Plaintiff will fairly and adequately protect the interests of both classes.

27 54. Plaintiff has retained counsel experienced in handling class claims and claims
28 involving unlawful collection practices.

1 55. Plaintiff's claims are typical of the claims of both classes, which all arise from
2 the same operative facts involving unlawful collection practices.

3 56. A class action is a superior method for the fair and efficient adjudication of
4 this controversy. Class-wide damages are essential to induce Defendant to
5 comply with Federal and State Law. The interest of class members in
6 individually controlling the prosecution of separate claims against Defendant
7 is small because the maximum statutory damages in an individual FDCPA
8 action are \$1,000.00 and an additional \$1,000.00 under California's Rosenthal
9 Act. Management of these claims are likely to present significantly fewer
10 difficulties than those presented in many class claims, e.g. securities fraud.

11 57. Defendant has acted on grounds generally applicable to the class, thereby
12 making appropriate final declaratory relief with respect to the class as a
13 whole.

14 58. Plaintiff requests certification of a hybrid class combining the elements of
15 Rule 23(b)(3) for monetary damages and Rule 23(b)(2) for equitable relief.

16 CAUSES OF ACTION

17 COUNT I

18 FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

19 15 U.S.C. §§ 1692 ET SEQ.

20 59. Plaintiff repeats, re-alleges, and incorporates by reference, all other
21 paragraphs.

22 60. The foregoing acts and omissions constitute numerous and multiple violations
23 of the FDCPA, including but not limited to each and every one of the above-
24 cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.

25 61. As a result of each and every violation of the FDCPA, Plaintiff is entitled to
26 any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in
27 an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and,
28

1 reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from
2 Defendant.

3 COUNT II

4 ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (ROSENTHAL ACT)

5 CAL. CIV. CODE §§ 1788-1788.32

- 6 62. Plaintiff repeats, re-alleges, and incorporates by reference, all other
7 paragraphs.
- 8 63. The foregoing acts and omissions constitute numerous and multiple violations
9 of California's Rosenthal Act, including but not limited to each and every one
10 of the above-cited provisions of California's Rosenthal Act, Cal. Civ. Code §§
11 1788-1788.32
- 12 64. As a result of each and every violation of the FDCPA, Plaintiff is entitled to
13 any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory
14 damages for a knowing or willful violation in the amount up to \$1,000.00
15 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and
16 costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendant.

17 PRAYER FOR RELIEF

18 WHEREFORE, Plaintiff prays that judgment be entered against Defendant, and
19 Plaintiff be awarded damages from Defendant, as follows:

- 20 • An award of actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- 21 • An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. §
22 1692k(a)(2)(A);
- 23 • An award of costs of litigation and reasonable attorney's fees, pursuant
24 to 15 U.S.C. § 1692k(a)(3);
- 25 • An award of actual damages pursuant to California Civil Code §
26 1788.30(a);
- 27 • An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code
28 § 1788.30(b);


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- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c);

65. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Respectfully submitted,

Date: June 9, 2010

By: 
Stephen G. Recordon
Attorneys for Plaintiff

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San Diego, California

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS014483
Cashier ID: kdelabar
Transaction Date: 06/10/2010
Payer Name: RECORDON, RECORDON

CIVIL FILING FEE
For: GATES V ASSET
Case/Party: D-CAS-3-10-CV-001244-001
Amount: \$350.00

CHECK
Check/Money Order Num: 10165
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Edward Gates, on behalf of himself and all others similarly situated

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Stephen G. Recordon, Recordon & Recordon, 225 Broadway, Ste.
1900, San Diego, CA 92101, (619) 232-1717

DEFENDANTS

Asset Acceptance, LLC

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY) DISTRICT COURT

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

BY

DEPUTY

'10 CV 1244 BEN

WMC

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business In This State ☐ 4 ☐ 4
- Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 USC 1692

Brief description of cause:

Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

06/09/2010

SIGNATURE OF ATTORNEY OF RECORD

Stephen G. Recordon

FOR OFFICE USE ONLY

RECEIPT #

14483

AMOUNT

\$350

APPLYING IFP

1/3 6/10/10

JUDGE

MAG. JUDGE